

Filed in Open Court

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

IN THE LAKE COUNTY SUPERIOR COURT

AVC NO. 01-0167

OCT 09 2001

*Anna M. Anton*  
CLERK LAKE SUPERIOR COURT

IN RE: WEBB FORD, INC. )  
 )  
Respondent. )

MISCELLANEOUS DOCKET

4501001104100031

NO. \_\_\_\_\_

**ASSURANCE OF VOLUNTARY COMPLIANCE**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and Respondent, Webb Ford, Inc., enter into this Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code §24-5-0.5-7.

It is acknowledged that this Assurance is not to be construed as an admission of any deceptive act by the Respondent for any purpose. It is further acknowledged that violation of this Assurance constitutes prima facie evidence of a deceptive act as defined by Ind. Code §24-5-0.5-3; provided, however, that any such violation shall not constitute a "deceptive act" which gives rise to any cause of action under Ind. Code §24-5-0.5-4(a) or (b). It is furthermore acknowledged that execution of this Assurance shall not constitute a waiver of affirmative defenses available to the Respondent under Ind. Code §24-5-0.5-3(d). . This Assurance is entered into without any adjudication of any issue of fact or law herein, and upon consent of the parties hereto.

It is hereby agreed that:

1. Respondent, Webb Ford, Inc., is an Indiana corporation engaged in the sale of used automobiles, with a principal place of business at 9809 Indianapolis Blvd., Highland, Indiana, 46322, and transacts business with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon Respondent, its employees, agents, representatives, successors, and assigns.

3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 *et seq.*

4. Respondent will refrain from making and shall not make, cause to be made, or permit to be made, expressly or by implication, any representation that it can deliver title within a stated time frame when Respondent knows or should reasonably know it cannot. If no time is stated, there is a presumption that Respondent will deliver title within a reasonable time according to the course of dealing or usage of the trade, including but not limited to, the title delivery provisions of Ind. Code § 9-17-3-3.

5. For purposes hereof "the time of sale or delivery" and "the date of sale" shall mean the date of the original contract, notwithstanding the title delivery requirements of Ind. Code § 9-17-3-3. Respondent will immediately comply with all provisions of Ind. Code §9-17-3-3, including but not limited to:

a. endorsing the certificate of title for a vehicle that is sold or has ownership transferred by Respondent;

b. delivering the endorsed certificate of title to the purchaser or transferee at the time of sale or delivery;

c. if the conditions under Ind. Code §9-17-3-3(a)(4)(A-E) are met, delivering the endorsed certificate of title to the purchaser or transferee within twenty-one (21) days after the date of sale.

6. Respondent will immediately comply with all provisions of Ind. Code §9-18-26-10 and 140 IAC 3.5-2-15, including but not limited to, issuing no more than one interim license plate to a motor vehicle purchaser.

7. Upon execution of this Assurance, Respondent shall pay consumer restitution in the amount of One Hundred Dollars (\$100.00) to the Office of the Attorney General on behalf of Guy and Patricia Schiola, 10809 West 151 Street, Cedar Lake, Indiana, 46303.

8. Upon execution of this Assurance, Respondent shall pay Five Hundred Dollars (\$500.00) to the Office of the Attorney General for its costs of investigation.
9. Respondent agrees that private individuals retain all rights to any private cause of action they may have.
10. This Assurance does not constitute an approval by the Attorney General of any of Respondent's past or future business practices, and Respondent shall not make any representations to the contrary.
11. Respondent agrees to cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.
12. The Office of the Attorney General shall file this Assurance with a court of competent jurisdiction in Lake County.

Dated this 2 day of October, 2001.

STATE OF INDIANA

STEVE CARTER  
Indiana Attorney General

By

Terry Tolliver  
Terry Tolliver  
Deputy Attorney General  
Atty. No. 22556-49  
Office of Attorney General  
402 W. Washington, 5th Floor  
Indianapolis, Indiana 46204  
Telephone: (317) 233-3300

RESPONDENT

WEBB FORD, INC.

By

J. Michael Webb  
Printed Name J. MICHAEL WEBB

Title PRESIDENT

APPROVED this 9th day of October, 2001.

John R. Pera  
Judge, Lake County Superior Court